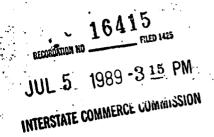
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(57)

HOTOR OPERATING UNIT

Texas State Bank

3900 N. 10th at Nolana P.O. Box 4797 McAllen, Texas 78502-4797 512/631-5401



June 29, 1989

Mrs. Mildred Lee Secretary Interstate Commerce Commission 12th St. and Constitution Ave. Northwest Washington, D.C. 20423

Re: Texas Railcar Leasing Company.

Dear Mrs. Lee:

I have enclosed an original and one certified copy of the document described below, to be recorded pursuant to section 11303 of title 49 of the U.S. code.

The document is a security agreement, a primary document, dated June 23, 1989. A description of the equipment covered by the documents follows:

Forty-Five (45) 100 ton covered hopper railcars, numbers listed below:

5039, 5040, 5041, 5042, 5043, 5044, 5045, 5046, 5045, 5048, 5049, 5050, 5051, 5052, 5053, 5054, 5055, 5056, 5057, 5058, 5059, 5060, 5061, 5062, 5063, 5064, 5065, 5066, 5067, 5068, 5069, 5070, 5071, 5072, 5073, 5074, 5075, 5076, 5077, 5078, 5079, 5080, 5081, 5082, and 5083.

Assignment of lease between Texas Railcar Leasing Company and Indurstries Conasupo S.A. dated June 1, 1989.



June 29, 1989 Mrs. Lee Page Two

A fee of \$13.00 is enclosed. Please return the original and any extra copies not needed by the commission for recordation to Mr. Curtis Brockman, Operations Officer, Texas State Bank, P.O. Box 5910, McAllen, Texas 78502.

A short summary of the document to appear in the index follows:

A security agreement between Texas Railcar Leasing Company, McAllen, Texas 78501. and Texas State Bank, P.O. Box 5910, McAllen, Texas 78502. Dated June 23, 1989, and covering Forty-Five (45) covered top hopper railroad cars.

Sincerely,

Curtis Brockman Operations Officer

CB:jh Enclosures



Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

Curtis Brockman-Operations Officer
Texas State Bank
3900 N. 10th at Nolana
P. O. Box 4797
McAllen, Texas 78502-4797

Dear: SIRS:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/5/89 and assigned recordation number(s).

Sincerely yours,

Mareta R. M. Lee Noreta R. McGee Secretary

Enclosure(s)

Texas State Bank

3900 N. 10th at Nolana P.O. Box 4797 McAllen, Texas 78502-4797 512/631-5401

July 17, 1989

Ms. Noreta R. McGee
Interstate Commerce Commission
Room 2303
12th and Constitution Ave., N.W.
Washington, D.C. 20423

Re: Security Agreement between Texas Railcar Leasing and Texas State Bank filed with the Interstate Commerce Commission on 7/5/89 at 3:15 PM

Dear Ms. McGee:

Enclosed please find copies of the above referenced filed document, which you forwarded to my attention July 5, 1989.

Due to the nature of the Security Agreement, it is important that we retain the original document for the bank records. Will you please forward the original Security Agreement with attachments to me and retain this certified copy for your files?

Your help in this matter is greatly appreciated. If you should have any questions, please do not hesitate to contact me.

Sincerely

Curtis Brockman Operations Officer

CB:vw Enclosure AGREEMENT 16415

JUL 5 1989 - 3 15 PM DATE

JUNE	23,	

3 2	JUL 5 1989 - 3 == 1		JUNE 23, 19 89
DEBTOR	TEXAS RAILCARNEARIENG COMPANY	SECURED PARTY	TEXAS STATE BANK
BUSINESS OR RESIDENCE ADDRESS	P. O. BOX 1330	ADDRESS	3900 N. 10TH STREET
CITY, STATE & ZIP CODE	McALLEN, TX 78502	CITY, STATE & ZIP CODE	MCALLEN, TX 78501

1. Secu Debtor it is or r all such called t	rity may nay de he	Interest and Collateral. To secure the payment and performance of each and every debt, liability and obligation of every type and description which y now or at any time hereafter owe to Secured Party (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several; bits, liabilities and obligations being herein collectively referred to as the "Obligations"), Debtor hereby grants Secured Party a security interest (herein Security Interest") in the following property (herein called the "Collateral") (check applicable boxes and complete information):
(a)	INV	ENTORY: All inventory of Debtor, whether now owned or hereafter acquired and wherever located;
		JIPMENT, FARM PRODUCTS AND CONSUMER GOODS: All equipment of Debtor, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, parts and tools, and the goods described in any equipment schedule or list herewith or hereafter furnished to Secured Party by Debtor (but no such schedule or list need be furnished in order for the security interest granted herein to be valid as to all of Debtor's equipment). All farm products of Debtor, whether now owned or hereafter acquired, including but not limited to (i) all poultry and livestock and their young, products thereof and produce thereof, (ii) all crops, whether annual or perennial, and the products thereof, and (iii) all feed, seed, fertilizer, medicines and other supplies used or produced by Debtor in farming operations. The real estate concerned with the above described crops growing or to be grown is:
		and the name of the record owner is:
	χχ	The following goods or types of goods: FORTY-FIVE (45) 100 TON COVERED HOPPER RAIL CARS AS DISCLOSED ON
		ATTACHED EXHIBIT "A", AND LEASE BETWEEN INDUSTRIAS CONASUPO, S.A. AND TEXAS RAILCAR LEASING COMPANY FOR TWENTY (20) 70 TON AND 100
		TON COVERED TOP HOPPER RAILCARS.
(c)		COUNTS AND OTHER RIGHTS TO PAYMENT: Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, and loans and obligations receivable.
(d)	GE	NERAL INTANGIBLES: All general intangibles of Debtor, whether now owned or pereafter acquired, including, but not limited to, applications for patents, patents, copyrights trademarks, trade secrets, good will, tradenames, customer lists, permits and franchises, the right to use Debtor's name, and tax refunds. with all substitutions and replacements for and products of any of the foregoing property not constituting consumer goods and together with proceeds of the foregoing property and, in the case of all triggible Controlled, together with all accessions and, except in the case of consumer goods, together is accessioned, attachments, parts, equipment and separation how of pereafter attached or affixed to or used in connection with any such goods, and (ii) all a receipts, bills of lading and other documents of this power in the reservoir such goods.
******		laccessories, attachments, parts, equipment and sepairs now of peresiter attached or affixed to or used in connection with any such goods, and (ii) all e receipts, bills of lading and other documents of the province of the
(a)	De	btor is 🗆 an individual, 🗀 a partnership. 💢 a portnership. The beginning the beginn
(b)	Th	e Collateral will be used primarily for personal amilitor household purposes; arming operations; Milsiness purposes.
(c)		If any part or all of the tangible Collaters will be a collated to particular real estate as to become a fixture, the real estate concerned is:
	-	
		nd the name of the record owner is:
(d)	D o	abtor's chief executive office is located at
	-	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
		THIS AGREEMENT CONTAINS ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, ALL OF WHICH ARE MADE A PART HEREOF.
т	EX	AS STATE BANK TEXAS RAILCAR LEASING COMPANY
		Secured Party's Name By HENRY NOVELL Debtor's Name
Title:		Title: PRESIDENT
		By fany lacel

State of Texas County of Hidalgo

This instrument was acknowledged before me on the 23rd day of June, 1989, by Henry Novell, Sole Proprietor, of Texas Railcar Leasing Company on behalf of said corporation.

Notary Public

State of Texas County of Hidalgo HANDY SOLERITZ

Retirence:
SECTOFICENS

My Codes, Edg Clay 12, 1999

This instrument was acknowledged before me on the 23rd day of June, 1989, by Curtis Brockman, Operations Officer of Texas State Bank, McAllen, Texas, a Texas Corporation, on behalf of said corporation.

Notary Public

MARIOV SCHULTZ

Willey Pala.

STATE OF TEXAS

My Comm. Exp. May 12, 1092

Exhibit A

TEXAS RAILCAR LEASING COMPANY

45 COVERED TOP HOPPER RAILCARS

OLD	CAR No.	NEW CAR No.
	OLNX	TRLX
1	43005	5039
2	43016	5040
3	43019	5041
4	43021	5042
5	43028	5043
5	43029	5044
7	43030	5045
\boldsymbol{s}	43032	5046
9	43034	5047
10	43037	5048
1.1	43039	5049
12	43041	5050
1.3	13046	5051
14	43047	5052
1.5	43050	5053
16	43051	5054
17	43052	5055
18	43053	5056
19	43054	5057
20 21	43055 43056	5058
22	43058	5059
23	43061	5060 5061
24	43062	5062
25	43066	5063
26	43070	5064
27	43074	5065
28	43080	5066
29	43081	5067
30	43083	5068
31	43086	5069
32	43088	5070
33	43089	5071
34	43090	5072
35	43091	5073
36	43093	5074
37	43095	5075
38	43101	5076
39	43103 43104	5077
40	43101	5078
4 <u>1</u> 4 2	43103	5079
42	43111	5080 5081
43	43114	5082
	43115	5083
45	42772	7003

Texas State Bank, McAllen,

Curtis Brockman, Operations Officer

Henry Novell, President

State of Texas County of Hidalgo

This instrument was acknowledged before me on the 23rd day of June, 1989, by Henry Novell, Sole Proprietor, of Texas Railcar Leasing Company on behalf of said corporation.

State of Texas County of Hidalgo

This instrument was acknowledged before me on the 23rd day of June, 1989, by Curtis Brockman, Operations Officer of Texas State Bank, McAllen, Texas, a Texas Corporation, on behalf of said corporation.

Holory Public STATE OF TELLIG My Comm. Exp. May 12, 1002

NANCY SCHULTZ

NANCY SCHULTZ Natury Public STATE OF TEXAS

My Comm. Exp. May 12, 1992